GOVT. OF KARNATAKA भारत 44143 कर्नाटक

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KARNATAKA

THE BANGALORE ADVOCATES' CO-OPERATIVE SOCIETY LTD. BACSL

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ಶೇಷಾದ್ರಿನಗರ ಬೆಂಗಳೂರು

BRUHAT BANGALORE MAHANAGAR PALIKE

Est Cost : **40.00** Lakhs

AGR. No. EE/BTP/BBMP/AG/ 28 /17-18

This agreement, entered this day 28th 19th April 2017 between the **Executive Engineer, Byatarayanapura Division, No. 2152/20, Defence Colony, Sahakara Nagara,Bangalore-92** on behalf of The Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore (hereinafter called "the Employer") of the one part and. **Executive Engineer, Karnataka Rural Infrastructure development Ltd, #280, 59th Cross road, 17th 'C' Main road, 3rd 'Y' Block, Rajajinagara, Bangalore-560 010** (Herein after Called second party), which terms shall mean and include his heirs, successors and legal.

BBMP Desires to entrust the work of "**Improvements to road drain and footpath in cross roads of Devinagara in ward no. 08 Kodigehalli**" to KRIDL Vide Administrative No. AS/ JC(YNK)/01/16-17 Dt: 06.04.2017 and Technical sanction No: TS/CE(YNK)/02/16-17 Dt: 06.04.2017 Amounting to Rs 40.00 Lakhs. The Goverment of Karnataka in the notification CE 169 ಪಚ್ಚ -12/11 ದಿನಾಂಕ 10.03.2011 has exempted Karnataka Transparency public procurement Act for execution of works to KRIDL under Section 4(a) & UD letter ಓ ನಅಇ /89 / ಐಎನ್‌ವೈ / 2011 ದಿನಾಂಕ : 11.03.2011.

THIS DEED WITNESS AS FOLLOWES

1. **a.** KRIDL Shall execute and complete the works based on the drawings and estimates as per the standard specification of KPWD duly approved by competent authority of BBMP.

   b. Estimate shall be prepared by BBMP at current PWD Schedule of rates 2016-17 and entrusted to KRIDL with Including KRIDL charges.

   c. Competent authority will accord the Administrative Approval and Technical Sanction will be accorded by competent authority of BBMP.
2. The work will be completed within 03 Months from the date of handling over clear sites. Release of funds. Clearance of estimate, work order / agreement whichever is later.
3. Defect liability period shall be 12Months from the date of completion of work.
4. **a.** If the rates of certain items of works not found in this SR then the same shall be obtained from SR of Minor Irrigation / National Highway / PRED / KUWS&DB.

   b. For items not found in any of the SR data rates shall be prepared and got approved from the competent authority.

EXECUTIVE ENGINEER-4
KRIDL, BBMP DIVISION
BENGALURU-560 010

19/04

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5. The KRIDL Shall prepare bills as per execution and which shall be certified from third party mutually agreed from both the agencies viz …….. whose payment shall be paid through the second party (ie KRIDL) as per agreement norms between BBMP and third Party.
6. Any variation in quantities, specifications and extra items shall be got it approved from competent authority of BBMP during the course of execution of work.
7. KRIDL Shall prepare bill for any part work completed which will be certified by the concerned engineer and Third Party .The bill will be paid in due course.

8. Final bill shall be prepared by KRIDL and be certified by concerned engineer and third party as referred above and to be routed through Chief engineer for final payment.
9. The Market rates of cement, Steel, Bitumen and RMC Shall be paid as per item No 4 of general notes of PWD SR of Bangalore Circle for the year 2016-2017.
10. Enterest with 8% KRIDL Charges and 1% Labour cess Charges In case of any dispute regarding the nature and execution of work and satisfactory completion of work and the payment between BBMP and KRIDL the matter shall be referred to the Commissioner, BBMP Whose decision is final and binding.

* No. of correction one (1)

Second Party

EXECUTIVE ENGINEER-4
KRIDL, BBMP DIVISION
BENGALURU-560 010

First Party

19/04

Witness: -

Assistant Executive Engineer
Byataravanapura Sub-division
KRIDL, BBMP, Bangalore

19/04